

CONTRACT  
Between  
THE DAILY STAR  
Oneonta, NY  
And  
AMALGAMATED LITHOGRAPHERS of AMERICA  
GCC/IBT LOCAL 1-L

Effective April 1, 2019 Expires March 31, 2020

## PREAMBLE

This agreement is made and entered into this 1st day of April 2019 by and between THE DAILY STAR, party of the first part, and Amalgamated Lithographers of America GCC/IBT Local 1-L, party of the second part. This agreement supersedes any and all agreements previously made.

**SECTION 1:** This contract and scale of prices shall be in effect for a period of one year, from April 1, 2019 to March 31, 2020 and a second year can be bought with a \$500 bonus to each member on April 1, 2020. The contract shall continue in effect from year to year thereafter, unless written notice of desire to terminate or modify shall be given by either party sixty days prior to the expiration date or the annual date thereafter.

**SECTION 2:** It is understood that this contract applies to the Union Pressroom operated by the Employer, and that jurisdiction of this contract extends over the printing press and platemaking employees in said newspaper. The employer agrees to employ only members of the Union in the bargaining unit herein defined. New employees employed within the bargaining unit shall be required to become members of the Union as a condition of employment, after the thirtieth day following the beginning of such employment. The Union agrees that in the event of insufficient help in the pressroom (less than three pressmen available due to sickness, vacation, leave of absence, Family Medical Leave Act leave or disability) the employer may designate a person or persons to work in the press or plate room until such a time that sufficient help by the Union pressmen is available. A list of substitutes shall be maintained and the individuals on that list shall be contacted first in case of insufficient help.

**SECTION 3:** A Joint Standing Committee composed of two representatives of the first party, and two representatives of the second party shall be appointed, the members of the first party shall be selected by and represent the Publisher and the members of the second party shall be selected by and represent the Union. In the case of vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his place. To this committee shall be referred all questions which may arise involving the interpretation to be placed upon any clause of this contract or alleged violation thereof, and all disputes regarding discharged employees which cannot be settled otherwise, and such Joint Standing Committee shall meet within five (5) days or at a time mutually agreeable to both parties when any question or difference shall have been referred to it for decision by the executive officers of either party to this contract. Should the Joint Committee be unable to agree within thirty (30) days, except in discharge cases it shall be five (5) days or at a time mutually agreeable to both parties, the members shall form a Board of Arbitration and shall select a fifth member who shall be a disinterested party and who shall act as chairman of the Board. Said fifth member may be selected in any manner unanimously agreed upon by the four members. If said four members fail to select a fifth member within fifteen (15) days from the date on which either party requested the formation of the Arbitration Board, the parties agree that they will jointly request in writing that the (American Arbitration Association of the Federal Mediation and Conciliation Service) furnish the parties with an odd numbered panel (no more than five names) of qualified arbiters from which to select the Chairman of the Board. Upon receipt of the panel of the names the Standing Committee shall meet promptly and proceed to alternately strike names from the panel list until a single name remains.

The parties shall then, jointly, request that the arbiter thus selected act as Chairman of the Arbitration Board. The letter of request should state if possible the points at issue. In the event of a difference arising between the parties of this contract all work shall continue without interruption pending proceedings looking to negotiation, conciliation or arbitration, as provided elsewhere in this agreement. The scale and hours provided herein between the parties and the working conditions prevailing at the time the difference arises, shall be preserved unchanged until a final decision of the matter at issue shall have been reached, it being understood that all arbitration decisions rendered under the terms of this contract are final and binding on both parties.

**SECTION 4:** Seven and one-half consecutive hours, exclusive of thirty to sixty minutes for lunch, shall constitute a day's or a night's work for a full-time position. Five shifts within a week shall constitute a week's work for a full-time position. All work performed before or after the regular working hours shall be considered overtime and shall be paid for at time and one-half the regular rates. Overtime will be calculated based on a 37.5-hour workweek. Holiday, personal, sick and vacation time will not be included in the working hours when calculating overtime. Day shifts shall begin and end between 7 a.m. and 6 p.m. Any shift not beginning and ending between 7 a.m. and 6 p.m. shall constitute a night shift. Overtime on a shift shall not change the original designation of the shift.

**SECTION 4A:** The employer shall have the absolute right to employ one or more employees on a part-time basis (less than 37-1/2 hours per week) to perform pressroom work, including work on all equipment used in the plateroom and pressroom. Such employees would be paid at the same hourly rate as apprentices or journeymen as outlined in Section 7A. Any such person(s) employed shall be members of a recognized press union. In lieu of hiring employees to perform this work, the employer would have the absolute right to contract with individuals or a firm to perform the work.

**SECTION 5:** All work performed on holidays shall be paid for at two times the regular rates. The recognized holidays are:

NEW YEAR'S	MEMORIAL DAY
FOURTH OF JULY	LABOR DAY
THANKSGIVING DAY	CHRISTMAS DAY
MARTIN L. KING DAY	

(Columbus Day and Veterans Day will be scheduled for maintenance)

or the days celebrated as such. The holidays shall begin at 6 p.m. the day preceding the holiday, or day legally observed as such, and continue for the succeeding 24 hours. All situation holders and apprentices scheduled to work on the above named holidays shall receive straight time pay when not required to report. Any shift which begins on a holiday or day celebrated as such shall be considered a holiday shift. The regular starting time of any shift shall not be changed to avoid holiday pay or the holiday premium rate. When a holiday falls during employee's vacation week, he shall be paid for the holiday and four days vacation. The remaining vacation day shall be scheduled at the discretion of the employee and the foreman.

When a holiday falls on an employee's normal day off, he or she shall be entitled to another day off to be scheduled at the discretion of the employee and the foreman. In addition, three (3) personal leave days will be granted during each calendar year. These days are to be at the discretion of the employee and the foreman.

**SECTION 6:** In the event of a reduction in the size of the working force, the last apprentice to be employed shall be the first to be laid off. In the subsequent increase in the size of the working force, they shall rehire in the reverse order. The employer shall give two week's notice of intention to reduce the working force. When any member of the Union plans to leave the employ of the employer, he shall give two week's notice to the foreman. In the event of a discharge or layoff, a member of the Union, if he considers that he has been discriminated against, upon demand, the foreman shall give reason for discharge in writing.

**SECTION 7:** The following shall be the weekly scale of wages for full-time positions beginning:

Pressmen		
Day Work	4/1/19 - 3/31/20	= \$700.08
Night Work	4/1/19 - 3/31/20	= \$770.55

CTP		
Day Work	4/1/19 - 3/31/20	= \$818.99
Night Work	4/1/19 - 3/31/20	= \$835.36

**SECTION 7A:** The following shall be the hourly scale of wages for part-time positions beginning:

Pressmen		
Day Work	4/1/19 - 3/31/20	= \$18.66
Night Work	4/1/19 - 3/31/20	= \$20.54

Assistant Foreman's Pay Rate will be \$1.00 over his current pay scale.

CTP		
Day Work	4/1/19 - 3/31/20	= \$21.83
Night Work	4/1/19 - 3/31/20	= \$22.27

**SECTION 8:** The employer agrees to provide hospitalization and medical coverage for all full-time employees covered by this agreement. Coverage will be equal to that afforded all employees of The Daily Star.

**SECTION 9:** Effective 10/01/83, the employer shall contribute monthly to the Graphic Communications International Union-Employer Retirement Fund the sum of two dollars (\$2.00) a shift for a maximum total of \$10.00 per week for each employee in the collective bargaining unit represented by the Union. Such shifts shall include shifts not worked but compensated by the employer, such as paid sick leave, personal days, vacation, jury duty and holidays (not disability payments required by New York State Disability Benefits or Workmen's Compensation Acts). The parties agree that the provisions of this agreement shall constitute a written collective bargaining agreement and shall be binding and in force and not subject to change for the period commencing with the date of this agreement until 3/31/2018 and from year to year thereafter unless modified by the parties or terminated by either party on written notice to the other party of such notice to the administrative office of the Retirement Fund at least sixty (60) days prior to such anniversary date.

**SECTION 9A:** The Company will not prohibit additional voluntary contributions to the GCIU-Employer Retirement Fund by individuals covered by the agreement if it is allowed by the GCIU Fund.

**SECTION 10:** One apprentice pressman may be employed in the newspaper pressroom. The apprentice shall be under the supervision of a journeyman at all times. The parties hereto shall jointly provide rules and regulations for the employment and government of apprentices. They shall make examinations of apprentices quarterly and apply the full principle of laws dealing with apprentices set forth in the laws of the Graphic Communications International Union. Apprentice pressman failing to meet these educational requirements shall forfeit their positions as apprentices. Apprentices shall in all cases be governed by the same shop rules, working conditions, and hours of labor as journeymen. Period of apprenticeship shall be four years.

**SECTION 11:** The minimum rate of wages for apprentices shall be not less than the following percentages of the journeymen's rate:

First year	1 <sup>st</sup> 6 months	65%
First year	2 <sup>nd</sup> 6 months	70%
Second year	1 <sup>st</sup> 6 months	75%
Second year	2 <sup>nd</sup> 6 months	80%
Third year	1 <sup>st</sup> 6 months	85%
Third year	2 <sup>nd</sup> 6 months	90%
Fourth year		95%
Journeymen's pay thereafter.		

**SECTION 12:** Paid vacation is available for regular full-time employees only. Regular part-time employees and persons in non-regular assignments do not participate. Vacation eligibility is determined by the number of years of service you have completed prior to January 1 of the New Year or will complete during that calendar year. If you are not actively at work on January 1 (i.e., on leave of absence), vacation eligibility for that calendar year will begin upon your return to active work. No vacation may be taken during the first 90 days of employment.

Years of Service

	Vacation
1st year if hired before 6/30	1 week
1 year - 4 years	2 weeks
5 years-14 years	3 weeks
15 + years	4 weeks

Note: 1 week available 7/1 if hired prior to 6/30 2 weeks available 1 /1 / if hired after 7 /1

**SECTION 13:** Bereavement: In the event of a death in the immediate family, a situation holder (or apprentice) will be compensated by the publisher for a maximum of three (3) regular working shifts, at straight time pay for the time lost from work. The "Immediate Family" as used herein means: spouse, mother, father, brother and sister, mother-in-law, father-in-law, son, daughter, aunt, uncle, niece, nephew, in-law relationships, step relationships, grandparents and grandchildren. It is imperative that the employee notifies his or her supervisor when he or she experiences a death in the family. The supervisor should be told the name of the deceased, the relationship of the deceased, when and where the services are being held and when the employee is expected to return to work. Any leave beyond the three days will be unpaid and must be approved by your supervisor.

**SECTION 13a:** Employees who have held a situation for the full contract year shall be entitled to five (5) days sick leave at established straight time rates. Sick leave may be cumulative up to 30 (thirty days), however, that portion over ten days will be limited to hospital stays or recuperative time spent at home as the result of a hospital stay. No pay will be given for sick leave other than on scheduled working days and it is to be paid only when the employee is ill and unable to work. Employees absent two or more days in succession must, on request, furnish a doctor's certificate as proof of illness. In case of illness, employer must be notified at once. Employee who severs employment for any reason shall not be entitled to sick leave pay.

**SECTION 14:** "To the best knowledge and belief of the parties, this contract contains no provision which is contrary to Federal or State Law or regulation. Should, however, any provision of this agreement at any time during its life be in conflict with Federal or State Law or regulation, then such provisions shall continue in effect only to the extent permitted. In the event of any provision of this agreement thus being held inoperative, the remaining provisions of the agreement shall remain in full force and effect."

**SECTION 15:** Five hundred dollars (\$500) will be paid for a combination of work clothes and work boots in one calendar year January 1- December 31. Two hundred and fifty (\$250) to be paid in April and two hundred and fifty (\$250) to be paid in November.

**SECTION 16: NO STRIKE/NO LOCKOUT CLAUSE**

During the life of this Contract or any extensions or renewals thereof, there shall be no suspensions of work by the Union or its membership including strikes (sympathy or otherwise), picketing, boycott, slowdown, or other interruptions of work or interference with the employer's business.

During the life of this Agreement or any extensions or renewals thereof, there shall be no lockout of employees by the Company. The Company and the Union agree that a labor dispute with any other union in this Company or in any other Company shall not result in suspension of operations in this plant or the lockout of employees covered under this Contract.

Should a strike or other violation of this Article occur during the term of this agreement, the Union shall immediately, upon receipt of written notice from the Publisher, take all reasonable action required to bring an immediate end to the strike.

**SECTION 17: MANAGEMENT RIGHTS CLAUSE**

The Publisher retains the right to manage the operations of the newspaper and direct the work force; hire employees of its own selection; maintain order and efficiency; extend, maintain, curtail, or terminate its operations; determine the type and amount of equipment to be used and the assignment of work; temporarily transfer employees (refusal of such temporary transfer will not be subject to any disciplinary action by the Company); discipline, suspend, or discharge employees for just cause; layoff for lack of work; determine the number of shifts; the number of days in the workweek; the hours of work; and the number of persons to be actively employed by the newspaper at any time; post and require employees to observe rules and regulations, determine the methods and schedules of all services; set standards of conduct, productivity and performance; subcontract work; and permit supervisory and/or temporary employees to perform bargaining unit work.

**SECTION 18:** The Company can install cameras at the facility for safety and security purposes only.

**SECTION 19:** A laid off employee will lose recall rights after eleven (11) months.

**SECTION 20: Furlough Days:** 5 furlough days per year. Should anyone in the bargaining unit volunteer to work part-time or retire during this contract, a part-time position will be created at 30 hours per week 7.5 hours per day 4 days a week with full benefits. The ratio of Local 1-L's jurisdiction will always remain at 5 full timers to 1 part-timer. The ratio only applies to eliminating furlough, is put in effect at company's discretion, and does not imply any sort of manning clause.

As of the signing of this contract Ken Stanton has agreed to go to a 4-day workweek thereby eliminating the need for furlough for the rest of the crew. This will remain in effect for the duration of the contract as long as Ken is continuing the 4-day workweek. Anyone in the part time position has to be available to work on his or her days off if needed.

**Section 21: Severance**

Each Employee shall receive one (1) week severance for every year worked up to a maximum of ten (10) weeks.

**Section 22: Drug Policy:** A drug policy will be attached to this contract.

IN WITNESS THEREOF:

THE DAILY STAR

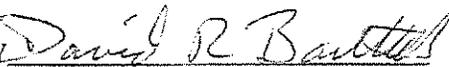
Amalgamated Lithographers of America  
GCC/IBT Local 1-L

BY   
COMPANY

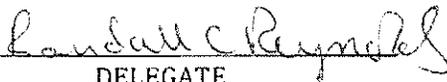
BY \_\_\_\_\_  
PRESIDENT LOCAL 1-L

DATE 4.25.19

BY \_\_\_\_\_  
VICE-PRESIDENT

BY   
BUSINESS AGENT

BY   
DELEGATE

BY   
DELEGATE

\_\_\_\_\_  
President- Graphic Communications Conference  
International Brotherhood Of Teamsters

**The approval by the Conference President of this Contract does not under any circumstances, make the Conference a party to this Contract nor responsible for its observance or for any breach thereof.**